top of the stump is not more than six inches above the ground, leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths, that are coming up within a radius of six feet from sandal trees and saplings.

(*c*) That he shall stack fuel in the opens near fellings or the place appointed by the Range Officer and leave timber poles and logs dressed at the stumps till inspected and passed by the Range Officer and that each consignment of fuel, charcoal or timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf and not by private chits or passport under any circumstances.

(*d*) That if any tree, shrub or growth reserved by the Department as noted in clause (*b*) *supra* is cut, he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the Department as regards the kindlings of the fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the fuel or timber paid for but left unremoved in any of the coupes, after the 31st January 1941 unless extension is given, when he will have no right thereto after 30th June 1941.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

(*k*) That he shall pay interest at 6¼ per cent per annum on all belated payments of revenue.

D. NARASIMHAMURTHI RAO,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification dated 20th May 1940.

The attention of the public is invited to the detailed notification regarding the sale of the right of collecting daily grazing fees for 1940-41 in this Division, published on pages 1204-1206, Part VI of the *Mysore Gazette*, dated 30th May 1940.

Abstract Notification dated 23rd May 1940.

The attention of the public is invited to the detailed notification regarding the auction sale of timber to be held on 21st June 1940, published on pages 1206-1207, Part VI of the *Mysore Gazette*, dated 30th May 1940.

Notification dated 26th May 1940.

It is hereby notified for general information that the right of collecting and removing the canes in the undermentioned State Forests of Sagar Division, from the date of confirmation of sale to the end of June 1941, will be sold by public auction on the dates and at the places noted against each subject to the exercise of the rights of the villagers, without prejudice to the right of the Department, to make collection when necessary.

Range	Name of Forests	Place of sale	Date of sale	Remarks: (Sale conducting officer)
1. Sagar ...	Whole Range, State Forests.	Sagar Range Office.	24th June 1940	Range Forest Officer, Sagar Range.
2. Nagar ...	Whole Range, State Forests.	Hosanagar Range Office.	26th June 1940	Range Forest Officer, Hosanagar Range.

1. Each bidder shall deposit Rs. 25, as earnest money with the sale conducting officer before he is permitted to bid and this will be returned in the case of unsuccessful bidders at the conclusion of the sale.

2. The successful bidder shall immediately after the sale pay one-fourth of the sale amount together with local cess at one anna per rupee, railway cess at three pies per rupee and education cess at six pies per rupee on the entire amount of sale. In default, the deposit will be forfeited and the right resold at the risk of the defaulting purchaser who will be liable to make good any loss that may result but will not participate in any profit accruing therefrom. The deficit if not paid will be recoverable as an arrear of land revenue.

3. The sale is subject to confirmation by the District Forest Officer or the Conservator of Forests as the case may be.

4. Within 15 days of the intimation of the confirmation of the sale, the successful bidder shall pay the balance of the lease amount in full and enter into an agreement on a duly stamped paper of proper value obtained at his own cost binding himself to the conditions specified hereunder. In addition, he shall deposit a sum of Rs. 50 or one-fourth of the lease amount, whichever is less, as security for the fulfilment of the conditions of the contract.

Conditions.

(1) Canes should be extracted without injuring the roots of the clump. Tender ones should on no account be extracted.
(2) At least three shoots in a clump should be left untouched.
(3) The lessee or his agents or servants shall not injure any tree or other forest produce while collecting canes.
(4) The lessee shall be held personally responsible for any damaging acts of his agents or servants during the collection of canes.
(5) The lessee shall not sublet the contract without the written permission of the District Forest Officer.
(6) Coolies employed by the lessee must take permits from the Range Officers concerned when they enter Forests for collection.
(7) The produce should be removed from the limits of the Forests by the end of June 1941, under cover of passports issued by the Range Officers. Any produce left over in the Forests at the end of the period, will be the property of Government and the lessee will have no right over the same.
(8) The lessee shall be held personally responsible for the occurrence of fire in the Forest if there is sufficient ground for the department to think that it has been caused by his negligence or by the act of his employees.
(9) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or any other officer deputed by them.

In the event of the breach of any of the above conditions, the lease is liable to be cancelled and the lessee fined to the extent of Rs. 50 at the discretion of the District Forest Officer in addition to forfeiture of the security deposit amount.

Interest will be charged on all belated payments at 6¼ per cent per annum.

Notification dated 26th May 1940.

SALE OF TIMBER.

It is notified for the general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following depots on the dates noted against the same:—

Name of depot	Date of sale	Teak logs	Kiral-bagi rafters	Red cedar	Sura-honne	Hebba-halsu	Nandi	Matti	Other kinds	Remarks
							C.ft.	C.ft.	C.ft.	
Kumsi Depot ..	20-6-40	..	..	..	..	..	500	500	..	The sale will be conducted by the District Forest Officer, Sagar Division, or any other officer deputed by him.
Anandapuram Depot.	21-6-40	..	..	..	..	..	..	..	500	The sale of timber will commence at 2 P.M. in the depot on the date fixed.

N.B.—Quantities noted are only approximate.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 (two hundred) with the officer conducting the sale. But defaulters to the Department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests if the amount exceeds Rs. 1,000 and to that of the District Forest Officer in other cases.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the date of sale. Timber not removed after purchase will remain in the depot at the risk of purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 6¼ per cent per annum from the date of their falling due up to the date of payment.

Notification dated the 30th May 1940.

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations for two years from 1st July 1940 to 30th June 1942 will be sold Talukwar by public auction on the dates and at the places specified below :—

Taluk	Bab	Place of sale	Date of sale	Officer conducting the sale
Sagar ..	M. F. P. except Bees wax and honey.	District Forest Office, Sagar.	19-6-1940	District Forest Officer, Sagar.
Do ..	Bees wax and honey ..	Do ..	do	Do
Nagar ..	Minor Forest Produce ..	Do ..	do	Do
Do ..	Balapa stones	Do ..	do	Do

For conditions of sale, please refer to the original notification published on pages 895-899, Part VI of the *Mysore Gazette*, dated 18th April 1940.

N. VENKATARAMAIYA,
District Forest Officer.